

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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REGISTRATION NO. 7726-F
Filed 1425

July 20, 1987

JUL 21 1987 -1 30 PM
INTERSTATE COMMERCE COMMISSION

REGISTRATION NO. 7726-G
Filed 1425

JUL 21 1987 -1 30 PM
INTERSTATE COMMERCE COMMISSION

VIA HAND DELIVERY

Ms. Noreta F. McGee
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 27761 --
Southern Pacific Transportation Company
Equipment Trust Agreement, Series 65

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Fifth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of June 1, 1987, to Equipment Trust Agreement dated as of October 15, 1974, creating Southern Pacific Company Equipment Trust, Series 65, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of October 15, 1974, recorded on November 22, 1974, at 2:30 PM, assigned Recordation No. 7726;

JUL 21 1 27 PM '87
MOTOR OPERATING UNIT
ICC OFFICE OF
THE SECRETARY

HS -
Counterparts

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First Supplement to Equipment Trust Agreement
dated as of December 7, 1979, recorded on
December 17, 1979, at 1:20 PM, assigned
Recordation No. 7726-A;

Second Supplement to Equipment Trust Agreement
dated as of June 1, 1984, recorded on June 19,
1984, at 3:10 PM, assigned Recordation No. 7726-B;

Third Supplement to Equipment Trust Agreement
dated as of May 15, 1985, recorded on June 6,
1985, at 12:55 PM, assigned Recordation No. 7726-C;

Fourth Supplement to Equipment Trust Agreement
dated as of March 31, 1986, recorded on April 29,
1986, at 9:55 AM, assigned Recordation No. 7726-D;
and

Assignment and Transfer of Certain Road Equipment
dated as of March 31, 1986, recorded on April 29,
1986, at 9:55 AM, assigned Recordation No. 7726-E.

In connection with the recording of the Fifth Supplement
and Assignment and Transfer, each dated as of June 1, 1987,
to the Equipment Trust Agreement dated as of October 15,
1974, the following information is set forth in accordance
with the provisions of Section 57.4 of the Commission's
Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment
Covered by the Fifth Supplement:

<u>Number of Units</u>	<u>Description</u>
5	Diesel Locomotives; General Motors Corpora- tion (Electro-Motive Division), builder; lettered SP and numbered 1537 and 7482-7485 (GRIP Dates - May 1980, September 1983, October 1983, October 1983, and November 1983, respectively).

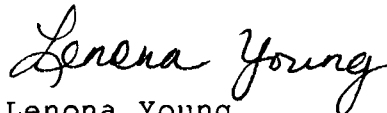
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General Description of the Equipment Covered by the
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
3	100-ton Hopper Cars; Greenville Steel Car Company, builder; lettered SP and numbered 465530, 465563 and 465582.
13	3300 H.P. Locomotives; General Electric Co., builder; lettered SP and numbered 8585, 8586, 8588 - 8598.
1	3600 H.P. Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9350.

When the recording of the Fifth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

SOUTHERN PACIFIC TRANSPORTATION COMPANY
EQUIPMENT TRUST
SERIES 65

RECORDATION NO. *2726-6* Filed 1425

JUL 21 1987 -1 30 PM

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT INTERSTATE COMMERCE COMMISSION

Dated as of June 1, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the first day of June, 1987, by FIRST PENNSYLVANIA
BANK, N.A., a corporation duly organized and existing under
the laws of the Commonwealth of Pennsylvania, Trustee under
the Equipment Trust Agreement hereinafter mentioned (herein-
after called the "Trustee"), to SOUTHERN PACIFIC
TRANSPORTATION COMPANY, a corporation duly organized and
existing under the laws of the State of Delaware (hereinafter
called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,
bearing date as of October 15, 1974, by and between the
Trustee and the Company (hereinafter called the "Equipment
Trust Agreement"), there was constituted the "Southern
Pacific Transportation Company Equipment Trust, Series 65,"
pursuant to which Trustee leased certain railroad equipment
to the Company, upon the terms and conditions therein set
forth; and

WHEREAS, certain hopper cars and locomotives comprising
said Trust Equipment (hereinafter collectively called
"Unsuitable Equipment") have become unsuitable for use by
the Company, and in accordance with the provisions of said
Equipment Trust and in anticipation and consideration of the
release of such Unsuitable Equipment, the Company has
assigned and transferred to the Trustee other standard-gauge
railroad equipment (hereinafter called the "Replacement
Equipment"), other than work equipment, as specifically
described in the Fifth Supplement to Equipment Trust dated
as of June 1, 1987 ("Fifth Supplement"):

<u>Number of Units</u>	<u>Description</u>
3	100-ton Hopper Cars; Greenville Steel Car Company, builder; lettered SP and numbered 465530, 465563 and 465582.
13	3300 H.P. Locomotives; General Electric Co., builder; lettered SP and numbered 8585, 8586, 8588 - 8598.
1	3600 H.P. Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9350.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Fifth Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its

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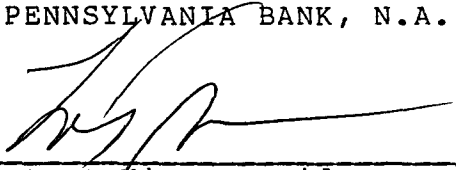
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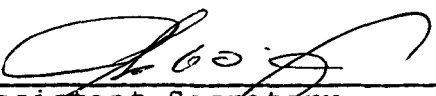
name and its corporate seal to be hereunto affixed, duly
attested, this 22nd day of June, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By


Assistant Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 22nd day of June, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCarray
Notary Public

My Commission Expires:

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990